
SERVICES AGREEMENT

BETWEEN

Rockdoc Consulting Inc.

AND

VANCOUVER POLICE BOARD

RELATING TO PHYSICIAN SERVICES

DATED: January 14, 2015

SERVICES AGREEMENT

THIS AGREEMENT is made as of January 14, 2015 BETWEEN:

Rockdoc Consulting Inc. (hereinafter referred to as a
"Supplier") having an office at Unit 110 - 916 West Broadway,
Vancouver, BC, V5Z
1K7

AND:

VANCOUVER POLICE BOARD, a municipal police board
established in accordance with the *Police Act* (British
Columbia) and having an office at 3585 Graveley Street,
Vancouver, BC, V5Y 1V4

(hereinafter referred to as the "VPB").

WHEREAS the Supplier are in the business of providing physician medical services;

AND WHEREAS the VPB wishes to procure the physician medical services from the Supplier upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties hereto agree as set forth herein.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(1) "Agreement" means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the VPB;

(2) "Business Day" means a day other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;

(3) "Competent Authority" means:

- (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
- (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing;
- (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
or
- (iv) any professional medical regulatory or licensing body.

(4) "Confidential Information" means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by any

Party or any of its Representatives in connection with this Agreement, concerning:

- (i) this Agreement; or
- (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
 - (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
 - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party;
 - (vii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party; and
 - (viii) Patient Confidential Information.
- (5) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with any of the Services or the Jail;
 - (6) **"Contract Price"** means the amounts payable (subject to and in accordance with the terms of this Agreement) by the VPB to each Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
 - (7) **"Effective Date"** has the meaning ascribed to such term in Section 2.1;
 - (8) **"Good Professional Practice"** means, in relation to the Services or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced physician carrying out equivalent services in the same or similar location and in similar circumstances to those pertaining to the Supplier;
 - (9) **"Jail"** means the VPB's jail located at 265 East Cordova Street in the City of Vancouver;

- (10) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Services, the Supplier or the Jail;
- (11) **"OHS Requirements"** means all Laws applicable to the Services and related to occupational health or safety, and all of the VPB Policies that relate to occupational health or safety, and includes without limitation the WCA, to the extent applicable;
- (12) **"Parties"** means the VPB and each of the Supplier and **"Party"** means one of them or any of them, as the context requires;
- (13) **"Patient Confidential Information"** means any personal or medical information concerning an individual obtained in the course of delivering Services hereunder;
- (14) **"Physician"** means a medical doctor licensed to practice as a physician by the College of Physicians and Surgeons of British Columbia and competent to provide the applicable Services.
- (15) **"Representative"** means an official, officer, employee, agent, subcontractor or other representative of a Party or any other person for whom the Party is responsible;
- (16) **"Safety Incident"** means:
- (i) a failure by a Supplier, a Supplier's Representative or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by a Supplier, a Supplier's Representative or a Subcontractor.
- (17) **"Sales Tax"** has the meaning ascribed to such term in Section 12.1;
- (18) **"Services"** means the services and works described in Schedule A;
- (19) **"Subcontractor"** means any person appointed by a Supplier, in accordance with this Agreement, to perform any part of the Services;
- (20) **"Taxes"** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;

- (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (21) **"VPB Policies"** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like that are not inconsistent with and do represent any material change to the terms of this Agreement of which notice is given to the Supplier by the VPB from time to time;
- (22) **"VPB Manager"** has the meaning given in Section 3.6(a); and
- (23) **"WCA"** means the *Workers Compensation Act* (British Columbia), and the regulations thereunder.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender or the neuter include all genders and the neuter, words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise, and, without limiting the foregoing, the word "it" in relation to a Supplier includes any Supplier who is a natural person;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as *ejusdem generis* shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof; and
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record.

1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

- (a) Schedule A Scope of Services
- (b) Schedule B Prices for Supply

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

This Agreement shall come into full force and effect on **February 1, 2015** (the “Effective Date”).

2.2 Term

Unless earlier terminated pursuant to ARTICLE 9, this Agreement shall terminate on the third anniversary of the Effective Date, with a possible two, one-year extensions or on such other date as the Parties may agree in writing.

ARTICLE 3 SUPPLY; GENERAL TERMS

3.1 Services

- (a) During the term of effectiveness of this Agreement (and, in particular, during the specific periods set forth in Schedule A), the Supplier agree to provide the Services to the VPB.
- (b) The Supplier shall ensure that they have, at all times, sufficient capacity to meet the requirements of the VPB hereunder.

3.2 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Services under this Agreement prior to the Effective Date, such services shall, as of the Effective Date, be deemed to have been performed under and subject to the terms of this Agreement.

3.3 Standards and Requirements

The Supplier shall (and shall ensure that its Representatives and Subcontractors, if any) provide the Services and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all professional requirements of the *College of Physicians and Surgeons of British Columbia*;
- (b) all applicable Laws and Consents;
- (c) the specific requirements of Schedule A;
- (d) the VPB Policies; and
- (e) where no higher standard is expressly required of the Supplier under this Agreement, Good Professional Practice,

and each Supplier shall comply with the standards and requirements in Sections 3.3(a) to 3.3(e) above in the order of priority in which such standards or requirements are listed (with Section Sections 3.3(a) being of highest priority).

3.4 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement.

3.5 Relationship Between the Parties

- (a) The Supplier in its provision of the Services and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the VPB's agent unless expressly empowered to do so by the VPB. This Agreement shall not be deemed to create any relationship of employment, partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with their employees, their other Representatives and their Subcontractors.
- (b) The VPB is not bound to treat the Supplier as its exclusive supplier of any goods or services.

3.6 VPB Managers

- (a) The Chief Constable of the Vancouver Police Department, the Vancouver Police Department Inspector in charge of Detention Services and the Vancouver Police Department's Senior Director of Information Services (each a "VPB Manager") each have full authority to act on behalf of the VPB in relation to all matters arising under this Agreement.
- (b) Any instruction from the VPB to a Supplier pursuant to this Agreement shall be issued through an executive officer of the VPB or through a VPB Manager and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 3.6 shall render any purported VPB's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each VPB Manager may, in writing, delegate his or her authority hereunder to others, upon written notice to the Supplier.
- (d) The VPB may designate new VPB Managers, or remove that designation from any individual, from time to time, at its own discretion, through written notice to the Supplier.

ARTICLE 4 SUPPLIER'S WARRANTIES AND COVENANTS

4.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Services;
- (b) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under

the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;

- (c) the Supplier possesses a level of skill and expertise commensurate with Good Professional Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (d) each Supplier understands that the VPB is relying upon the skill, judgment and expertise of the Supplier, their employees and their Subcontractors (if any) in the carrying out of the Services and the co-ordination and planning thereof;
- (e) each person who will provide the Services is licensed and accredited to carry out the Services to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Services and the Jail; and
- (f) the Supplier's provision of the Services for the remuneration specified herein is in full compliance with all Laws applicable to the Supplier and the Services.

4.2 Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

- (a) in the provision of the Services, comply at all times with all OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its employees, its Representatives and its Subcontractors; and
- (b) send to the VPB details of any workplace accident, injury or illness as soon as practicable after its occurrence, and maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the VPB may reasonably require.

4.3 Absence of Conflicts of Interest

- (a) The Supplier, nor any of their Representatives, has given or shall give or offer to give to the VPB or any official, officer, employee or agent of the VPB any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, neither it nor its Subcontractors, nor its employees and agents, have any pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the VPB, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Services. Should such a conflict or perceived conflict arise during the term of this Agreement, the relevant Supplier(s) shall declare it immediately in writing to the VPB. The VPB may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the VPB. Each Supplier warrants that neither it, nor any of its Subcontractors, nor its or their respective employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify any Supplier's provision of the Services.

ARTICLE 5 PERSONNEL

5.1 Separate Personnel

It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall not become employees of the VPB for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the VPB. If contrary to this intention such personnel are treated as employees of the VPB for the purposes of any applicable Law, the Supplier shall be responsible for any resulting penalty or fine (including any Tax liability) that is assessed against it and each other cost that it incurs.

5.2 Changes in Personnel

The VPB may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Services, provided that such request is made in writing. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the VPB is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications, or are deemed unsuitable as determined by the VPB, or are otherwise unable or unfit to perform satisfactorily and safely. If the VPB requests a replacement for a reason other than the immediately aforementioned reasons, the VPB shall reimburse the Supplier its reasonable properly incurred costs of replacement.

ARTICLE 6 AUDITS

6.1 Payment to the Supplier

- (a) Subject to ARTICLE 9, the VPB shall pay the Supplier for the Services provided by it in accordance with Schedule B (Prices for Services), upon the receipt of invoices prepared in accordance with Section 6.2(b).
- (b) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Services) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Services (including any circumstances, risks or contingencies that a contractor exercising Good Professional Practice would typically expect to encounter) and any other obligation under this Agreement. No Supplier shall be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of materials and labour) except as otherwise expressly stated in this Agreement.
- (c) Notwithstanding any other provisions of this Agreement, no Supplier shall be entitled to payment for any Services that have not been performed in compliance with the provisions of this Agreement.

6.2 Content of Invoices

- (a) The Supplier' invoices shall set out, as a minimum (and in such form or format as required by the VPB):
 - (i) an itemized list of the amounts owing;
 - (ii) the time period to which the invoice relates;
 - (iii) the total amounts payable under the invoice;

- (iv) all supporting documentation; and
 - (v) such other information as the VPB may require from time to time,
- and shall be delivered to the Jail to the attention of the "Inspector i/c Vancouver Jail".
- (b) Any terms or conditions proposed by the Supplier to govern the Services that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the VPB may accept or be deemed to accept such terms or conditions.

6.3 Contested Claims for Payment

If any item contained in an invoice submitted by a Supplier is contested by the VPB, the VPB shall give prompt notice thereof, together with reasons to the Supplier.

6.4 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the VPB may have (whether in common law or equity), the VPB shall be entitled to deduct from and set off against any sum(s) otherwise due to a Supplier hereunder any sums which are due from the Supplier to the VPB or which the Supplier is liable to pay to the VPB under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the VPB by reason of any error in payment under this Agreement).

ARTICLE 7 CERTAIN ADDITIONAL OBLIGATIONS OF VPB

7.1 Information

The VPB shall, within a reasonable time following a written request by a Supplier, provide to the Supplier free of cost information, which the VPB considers relevant to provision of the Services and which is either already in its possession or reasonably within its power to obtain.

7.2 Decisions in Writing

On all matters properly referred to it in writing by a Supplier, the VPB shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Supplier's obligations with regard to the Services.

ARTICLE 8 LIABILITY AND INSURANCE

8.1 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, each Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement, professional (errors and omissions) liability insurance providing comprehensive protection against any liability resulting from errors or omissions in the performance of the Services.
- (b) The Supplier shall ensure that any Physician providing Services under this Agreement shall maintain membership in the Canadian Medical Protective Association ("CMPA") appropriate to the obligations under this Agreement that they are contracted to fulfill. Notwithstanding anything else in this Agreement, the Supplier agrees that if any

Physician providing Services under this Agreement is not a member of the CMPA, this constitutes a material breach of the Agreement that is irremediable and VPB may terminate the Agreement immediately, without any notice to the Supplier, in such instances.

Additionally, the Supplier shall maintain professional (errors and omissions) liability insurance with a reputable insurer acceptable to the VPB, protecting the Supplier against any liability resulting from errors or omissions in the performance of the Services during the term of the Agreement:

- (i) with a limit of not less than \$2,000,000 per occurrence;
 - (ii) with an aggregate of \$5,000,000; and
 - (iii) with a deductible of not more than \$50,000; and
- (c) The cost of the memberships or insurances arising under this Section 8.1 shall be deemed to be incorporated into the prices specified in Schedule B.
 - (d) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the membership or insurance policies referred to in Section 8.1(a)
 - (e) As a condition precedent to any payment from the VPB to a Supplier under this Agreement, and as and when reasonably requested by the VPB, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the VPB, including by completing the VPB's standard reporting documents used for this purpose) that the memberships or insurances required by this Section 8.1 have been taken out and are being maintained.

8.2 Indemnification

The Supplier agrees to indemnify and save the VPB, the City of Vancouver and their respective officials, employees and agents harmless from any liability, loss, damage or expense, including assessable legal fees, arising out of any negligent act or omission or any wilful misconduct or breach of this Agreement by the Supplier, or by anyone for whom it is responsible in law or hereunder, in the performance of its obligations under this Agreement.

ARTICLE 9 TERMINATION

9.1 VPB Suspension and Termination Rights

The VPB shall have the following rights:

- (a) The VPB may immediately order the suspension of all or part of the Services by the Supplier at any time and for such period as it determines in the event of a Safety Incident if in VPB's sole discretion VPB feels there is any risk to VPB or to the Supplier for the Supplier to continue the Services; and upon receipt of any such notice of suspension, such Supplier shall immediately cease performing the relevant Services, minimize expenditure and comply with any reasonable instructions of the VPB relating to such Safety Incident, including any investigations.
- (b) The VPB may terminate this Agreement in relation to the Supplier, upon 120 days' written notice to the Supplier and such Supplier to which such termination applies shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the relevant Services and to minimize expenditure, including complying with any instructions from the VPB as to how to do so.

- (c) Notwithstanding Section 9.1(b), if the VPB reasonably considers that a Supplier is not discharging any of its material obligations under this Agreement, the VPB may choose to inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the VPB, is not received as soon as practicable or in any case within fourteen days or such longer period as agreed by the VPB and the Supplier, the VPB may by a further notice to the Supplier of at least fourteen days terminate this Agreement.
- (d) The VPB may terminate this Agreement with immediate effect if the Supplier ceases to be controlled by a Physician.

9.2 Supplier Termination Rights

After giving at least fourteen days' written notice to the VPB, the Supplier may terminate this Agreement as between it and the VPB, or at its discretion and without prejudice to the right to terminate, it may suspend performance of Services by it when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the VPB and provided always that:
 - (i) the Supplier has issued a notice of reminder to the VPB following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the VPB commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and remain(s) irremediable after 30 days.

9.3 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) return (or destroy if otherwise directed by the VPB in writing) all of the City's Confidential Information provided to it for the purposes of this Agreement;
 - (ii) return all of the VPB's Jail access cards, equipment and other items provided under this Agreement, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
 - (iii) if so requested by the VPB, take reasonable steps to assign any employee or Subcontractor contracts to the VPB and do all things and execute all documents necessary to give effect thereto; and
 - (iv) otherwise comply with all reasonable requirements of the VPB arising from the cessation of Services by the Supplier.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 9.3(a) and its reasonable demobilization costs, up to a maximum of \$3,000, in aggregate, save in circumstances in which the VPB reasonably

claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Services, in which case all such costs shall be for the Supplier's own account.

- (c) The Supplier shall be entitled to payment for any completed portion of the Services rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Services).

9.4 Other Surviving Rights and Liabilities of Parties

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of ARTICLE 8, ARTICLE 11 and ARTICLE 13 shall remain in force.

ARTICLE 10 ASSIGNMENT AND SUBCONTRACTING

10.1 Assignment

No Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other Parties.

10.2 Subcontracting

- (a) The Supplier shall not subcontract all of the Services.
- (b) Without prejudice to the foregoing Section 10.2(a), a Supplier may not subcontract any part of the Services without the VPB's prior written consent which consent shall not be unreasonably withheld or delayed.
- (c) Each Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the VPB upon request.

ARTICLE 11 PRIVACY; CONFIDENTIALITY

11.1 Freedom of Information and Protection of Privacy Act

The Supplier acknowledges that the VPB is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the VPB's contractors to protect all personal information acquired from the VPB in the course of providing any service to the VPB.

11.2 No Promotion

A Supplier shall not, and shall ensure that its employees and Subcontractors shall not, disclose or promote any relationship with the VPB or the Vancouver Police Department, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the VPB.

11.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Parties confidential and each

Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the VPB, otherwise necessary to pursue the public business of the VPB, or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 11.

11.4 Disclosure to Representatives

A Party may disclose the another Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes specified in the foregoing paragraph, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 11.

11.5 Disclosures Required by Law

The VPB or a Supplier may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Parties before doing so, gives the other Parties a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, the disclosing Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

11.6 Other Disclosures by the VPB

The VPB's obligations under this ARTICLE 11 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 11, the VPB may disclose Confidential Information in any manner compliant with such statute.

11.7 Patient Confidential Information

- (a) The Supplier shall, and shall ensure that other Physicians providing Services hereunder shall, collect and record Patient Confidential Information of prisoners at the Jail in full compliance with all applicable Laws in relation thereto.
- (b) The Supplier shall ensure that all Patient Confidential Information collected hereunder is kept secure from any access, collection, use, disclosure or disposal that is prohibited hereby or prohibited by any applicable Law.
- (c) The Supplier shall promptly inform the VPB of any third-party request it receives for access to any Patient Confidential Information in its possession.
- (d) Patient Confidential Information collected or stored by the Supplier or any Physician providing Services hereunder, and related records, shall be made available to the VPB at the times and places directed by the VPB, except to the extent not permitted by applicable Law.

11.8 Interpretation; Enforcement and Survival

The VPB and the Supplier acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 11 could cause another Party to suffer loss which may not be adequately compensated for by damages and that such a Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 12 TAXES

12.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by a Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of goods or services within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

ARTICLE 13 DISPUTE RESOLUTION

13.1 Optional Procedure

All claims, disputes or issues in dispute between the VPB and a Supplier or Supplier in relation to this Agreement shall be decided by mediation or arbitration, if such Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

13.2 Arbitration

In the event that Parties to a dispute agree to arbitration pursuant to Section 13.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties to the dispute, and failing agreement by such Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
- (b) the Parties to the arbitration shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 14 MISCELLANEOUS

14.1 Time of the Essence

Time is of the essence of this Agreement.

14.2 Costs

Each of the Parties hereto shall pay its respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

14.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective

successors, heirs and permitted assigns of the Parties hereto.

- (b) Except as expressly set forth in the foregoing Sections 14.3(a), nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the VPB and the Supplier.

14.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

14.5 Amendments and Waiver

- (a) Except as otherwise expressly stated herein, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by all the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.
- (b) The VPB may agree with a third party supplier of physician medical services that such supplier shall become a party hereto, in which event such supplier shall become a Supplier hereunder after its execution of an letter of accession to this Agreement in form satisfactory to the VPB.

14.6 Notices

- (a) Any order, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a VPB Manager or to the relevant Supplier (or a director of the relevant Supplier if the Supplier is a corporation), as applicable, or delivered by registered mail or by courier (with delivery confirmation), addressed to a VPB Manager or the Supplier, as the case may be, or, in each case to such other person as is designated in writing by the relevant recipient Party or such other person as is stated elsewhere herein. If given by registered mail or courier, any such demand, notice or other communication must be given at the relevant address listed below (except to the extent otherwise provided herein):

- (i) If to a Supplier at the address for that Supplier set forth below:

Rockdoc Consulting Inc.
Unit 110 - 916 West Broadway
Vancouver, BC
V5Z 1K7

- (ii) If to the VPB:

Vancouver Police Board
3585 Graveley Street
Vancouver, BC
V5K 5J5

Attention: Senior Director, Information Services

or to such other address or facsimile number as may be designated by notice given by any Party to the others.

- (b) Any order, demand, notice or other communication shall be conclusively deemed to have been given:
 - (i) if given by personal delivery, on the day of actual delivery thereof;
 - (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail;
 - (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and
 - (iv) if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or facsimile transmission.

14.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 13; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 13 or any judgment of any court in the Province of British Columbia.

14.8 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

14.9 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

14.10 Counterparts

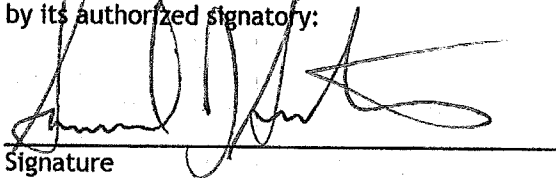
This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

14.11 Electronic Execution

Delivery of an executed signature page to this Agreement by any Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Party.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties:

ROCKDOC CONSULTING INC.
by its authorized signatory:


Signature

Samuel J. Gutman, President.
Print Name and Title

JAN 14, 2015
Date

by its authorized signatory:

Signature

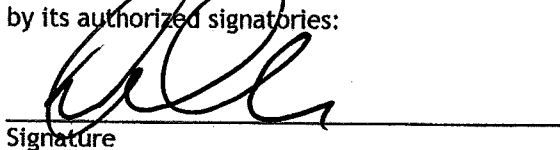
Print Name and Title

by its authorized signatory:

Signature

Print Name and Title

VANCOUVER POLICE BOARD
by its authorized signatories:


Signature

WARREN LEMCKE, DEPUTY CHIEF
Print Name and Title

15-1-15
Date

Signature

Print Name and Title

Date

SCHEDULE A - SCOPE OF SERVICES

The Services consist of the following:

- A Physician shall be, within 15 minutes of being called, available to nurses at the Jail by telephone for consultation on treatment matters. Such telephone consultation may include, but is not limited to, obtaining a Physician's order to administer medications for pre-existing illnesses and diseases confirmed in Pharmanet and for other medical situations, such as for responses to addictions, as when an addicted prisoner may experience symptoms of withdrawal without medical intervention.
- Physician on-call services for the Jail shall be provided between 5:00pm on each business day through to 8:00am on the following day and at all hours on all days other than business days from the effective date until the termination of the Agreement.
- Reporting to the Vancouver Police Department about the foregoing Services on a monthly basis.

SCHEDULE B - PRICES FOR SUPPLY

Services will be invoiced in accordance with the current Medical On-Call Availability Program (MOCAP) Level 3 rate as may be amended from time to time, and which is currently \$8.00/hour for the on-call services for 15 hours days (from 5pm-8am on business days and at all times on all other days), totaling approximately \$43,800 per year.

